

## **Exhibit 3**

## FULL SETTLEMENT AND RELEASE OF CLAIMS

**Customer/"You, Your":** Jerome Casimir

"Customer" also includes all of Your heirs, successors, assigns, agents, and any third parties whom you have authorized to discuss the Account or Contract.

**The Company/"We, Us":** DriveTime Automotive Group, Inc.; Bridgecrest Acceptance Corporation; Bridgecrest Credit Company, LLC; DriveTime Car Sales Company, LLC; DS Nominee Titleholder, LLC; SilverRock Group, Inc.; and their affiliates, predecessors, successors, assigns, directors, officers and employees.

**Contract/Account:** 200008393901

**Vehicle:** 2015 CADILLAC XTS AWD  
VIN: 2G61R5S32F9123198

**Offer Expiration:** 06/15/2020  
The Company's receipt of this signed Agreement constitutes Your acceptance of this Agreement.

You and the Company have a dispute related to the Account. We have agreed to resolve this dispute by entering into this Full Settlement and Release of Claims (the "Agreement"). There are no other written or verbal agreements resolving our dispute besides this Agreement, and neither You nor the Company admit to doing anything wrong by entering into this Agreement.

You and the Company entered into a Retail Installment Contract (the "Contract") to finance the purchase of the Vehicle from Us. You have received a limited warranty and You may have purchased a service contract or other products and services when you did so.

As part of this Settlement, We agree to:

- Allow You to retain the Vehicle.
- Resume Your credit reporting by Us ("trade line") with respect to the above-referenced Contract only from all three (3) major Credit Bureaus ("Credit Reporting Agencies") to report the Company trade line. You acknowledge and agree that Bridgecrest can and will report to the Credit Reporting Agencies the payment history for any new Contracts You enter with the Company.).

As part of this Settlement, You agree that You will:

YOUR INITIALS:  (BUYER)

COMPANY AGENT INITIALS: 

1 of 3

6/8/2020

v3.2 Updated 4-29-19

- Continue making your normally-scheduled payments on the Account, according to the Contract.
- Where applicable, report this matter as resolved and request dismissal "with prejudice" to any court or governmental or agency that you have filed a complaint with. You agree to do this within three (3) days of signing this Agreement.
- Provide the Company with proof of resolution and/or dismissal with prejudice, as applicable, by June 15, 2020.
- Delete anything that has been posted about the Company on all social media and public review platforms and refrain from publishing anything regarding the Company on these platforms in the future. You agree that You will remove all existing posts within 3 days of signing this Agreement, and, if You do not, You agree that the Company may remove or seek to remove these posts.
- Consider this Agreement as a **FULL AND FINAL SETTLEMENT AND RELEASE OF ALL CLAIMS** that You may have against the Company. This applies to any and all known and unknown claims that You have against the Company, including but not limited to anything related to the purchase, use, financing, servicing, repair or maintenance of the Vehicle or the Contract ("Claims"). This release does not apply to breaches of this Agreement.

Both You and We agree:

- To refrain from saying bad things about each other to anyone else.
- To keep this Agreement and its terms completely confidential, meaning that we cannot tell anyone else what we have agreed to. However, You may disclose this Agreement to your spouse(s), immediate family members, attorneys, tax advisors, and taxing authorities, but You will tell them that they cannot tell anyone what's in the Agreement. Either You or We may also disclose this Agreement or its terms if the law requires it. If You receive such a request, then You agree to let the Company know about the request within ten (10) days of Your receipt of the request. To notify the Company, You will send a letter to DriveTime, Attn: Legal Department, 1720 W. Rio Salado Parkway, Tempe, AZ 85281. If applicable, this clause also applies to Your attorney(s) or the Company's attorney(s).
- That the terms of the Arbitration Agreement signed between You and the Company still apply and are part of this Agreement.
- That if either You or We do not do what we say in this Agreement, then whoever does not perform must pay the other party any and all costs, damages or expenses, including reasonable attorneys' fees, caused by the failure to perform. This includes costs and fees that the winning party pays related to disputes that are brought in court or before governmental private agencies.

The Company agrees to write to the three (3) major credit reporting agencies to request that they resume reporting of Your Company trade line with respect to the above-listed Contract only. The request we are making to the credit bureaus relates to the to the Contract, trade line, account balance, and/or reporting history, and this request could take the credit reporting agencies at least 30-60 days to reflect the requested information. If We report any incorrect information in the future without meaning to, or if some other error outside of the Company's control related to credit reporting occurs,

YOUR INITIALS:  (BUYER)  
COMPANY AGENT INITIALS: 

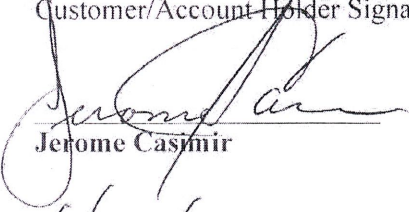
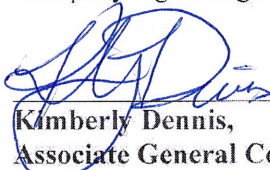


We will correct the mistake promptly after You notify Us of the mistake. We will provide You with a letter regarding the mistake to assist You if you need one. You acknowledge that the Company is not a credit reporting agency, that We do not issue credit reports, and that We can request, but cannot guarantee, that the credit reporting agencies will fix errors within any particular time or at all.

By signing this Agreement, You agree that You understand the terms of this Agreement, including Your and the Company's obligations under this Agreement, or that You have had someone explain this Agreement to you such that You understand what it means. You also agree that You are signing this Agreement based upon Your understanding, and not because of any statement, promise, or representation by the Company that is not included in this Agreement. This Agreement takes the place of any and all former or future agreements, understandings, representations or warranties, whether written or spoken, and whether express or implied.

This Agreement may not be amended, changed, canceled, or revoked, except by written agreement signed by You and the Company.

This Agreement may be signed in counterparts. This means that both You and We can sign the document separately and can email or fax our signatures to the other party to make a complete Agreement. An original signature is not required, because our faxed or emailed signatures will have the same effect as an original signature. You and We agree that each party may accept and rely upon any signature of the other party as an original signature for all purposes.

Customer/Account Holder Signature	Company Agent Signature
By:  Jerome Casimir	By:  Kimberly Dennis, Associate General Counsel
Date: <u>6/15/2020</u>	Date: <u>6/15/2020</u>

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YOUR INITIALS:  (BUYER)  
COMPANY AGENT INITIALS: 